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Vladimir Ivanov

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BLUE WATER PETROLEUM CORP., a Nevada
corporation,

Plaintiff,

vs.

ATAKAM GROUP INC., a Wyoming Corporation;
ANDREW OSICHNUCK, aka ANDREI
OSICHNUK, an individual; ALEXANDER
DEKHTYAR, an individual; and DOES 1-10,
inclusive,

Defendants.

ATAKAM GROUP INC., a Wyoming Corporation;
ANDREW OSICHNUCK, aka ANDREI
OSICHNUK, an individual; ALEXANDER
DEKHTYAR, an individual,

Counterclaimants,

vs.

BLUE WATER PETROLEUM CORP., a Nevada
corporation; NEVADA AGENCY AND
TRANSFER COMPANY, a Nevada corporation;
and VLADIMIR IVANOV, and individual, DOE
INDIVIDUALS I through X, inclusive; and ROE
BUSINESS ENTITIES I through X, inclusive,

Counter-defendants.

Case No. 3:24-cv-00203-MMD-CSD

JOINT PRETRIAL ORDER

Plaintiff Blue Water Petroleum Corp., a Nevada corporation (“Blue Water” or “Plaintiff”), Counterdefendant Vladimir Ivanov (“Ivanov”), Defendants ATAKAM GROUP INC., a Wyoming Corporation, ANDREW OSICHNUK, aka ANDREI OSICHNUK, an individual, ALEXANDER DEKHTYAR (collectively “Defendants”) hereby submit the following joint pretrial order pursuant to this Court’s Order.¹

I. This is an action for:

For Plaintiff/Counterdefendants: This is a Declaratory Relief and Injunctive Relief Claim in which Plaintiff Blue Water Petroleum (“BWPC”) contends that Defendants ANDREW OSICHNUK and ALEXANDER DEKHTYAR wrongfully retained shares of BWPC stock after a failed acquisition of Defendant ATAKAM in which share Certificates were issued to Defendants in accordance with the acquisition. The parties executed a series of agreements in which BWPC was to make payments to Defendants in exchange for the return of the stock. The parties entered into a “Debt Distribution Agreement” dated November 23, 2023. According to the terms of the DDA, earlier agreements were to be “unwound and cancelled.” The Parties agreed to use attorney Jonathan Leinwand PA, as the escrow agent for DDA transaction. Defendants were obligated, “within five business days after the execution of [the DDA] Agreement and after transfer of \$20,000 to the escrow account with Jonathan Leinwand PA, [to] transfer the 4,500,000 shares (certificate CS1-1135), 1,250,000 shares (certificate CS1-1131) of BWPC issued to the name of Andrew Osichnuk, and 1,250,000 shares (certificate CS1-1130) of BWPC issued to the name of Alexander Dekhtyar to the escrow account with Jonathan Leinwand PA.” These three Certificates identified are the Disputed Certificates. At no time did Defendants deliver the Disputed Certificates to the Leinwand escrow. Because Defendants failed to comport with the conditions precedent of the DDA, the DDA was breached by Defendants. Because the DDA was breached by Defendants, the obligations of BWPC contained therein are unenforceable, and the Disputed Certificates are wrongfully held by Defendants. Defendants have alleged that BWPC breached the DDA. Even if that were true, the

¹ The Counterclaimants have reached a settlement with Counterdefendants Nevada Agency and Transfer Company (“NATCO”), and a separate notice of settlement will be submitted contemporaneously with this Joint Pretrial Order. Accordingly, NATCO is not party to this Joint Pretrial Order.

DDA provides that the sole remedy to them by virtue of a breach, the Certificates would be sold to satisfy notes payable to Defendants and the balance returned to BWPC.

For Defendants/Counterclaimants: While this litigation was initiated by plaintiff Blue Water Petroleum Corp. (“Plaintiff” or “BWPC”), it is not the injured party here. Defendants are the true victims as BWPC, its management, Vladimir Ivanov (“Ivanov”), and its transfer agent, Nevada Agency and Transfer Company (“NATCO”) have worked in concert to interfere and delay Defendants’ rights as stockholders and creditors of BWPC.

Notably, BWPC has defaulted on each of its promissory notes with Defendants. Under these promissory notes, Defendants are not only entitled to repayment of the principal, but they are also entitled to their accrued interest and attorney fees and costs incurred for having to recover on the notes. What is worse, BWPC, NATCO, and Mr. Ivanov have also wrongfully delayed and interfered with the transfer of Defendants’ stock. They have done so in blatant defiance of their duties under Nevada law to perform the statutory functions involved in processing a request to register a transfer of securities.² As a result, Defendants have incurred, and will continue to incur, millions of dollars in damages.

Accordingly, Defendants are compelled to hold BWPC, NATCO, and Mr. Ivanov accountable for their wrongful conduct, and thus, bring the following counterclaims: (1) declaratory relief against BWPC and NATCO; (2) conversion/failure to transfer shares against BWPC and NATCO; (3) breach of contract against BWPC; (4) breach of the implied covenant of good faith and fair dealings against BWPC; (5) intentional interference with contractual relations against Mr. Ivanov; (6) civil conspiracy against all counterdefendants; (7) aiding and abetting against all counterdefendants; and (8) unjust enrichment against all counterdefendants.

II. Statement of Jurisdiction:

Jurisdiction is based upon diversity pursuant to 28 U.S.C. §1332(a) as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00. With respect to the citizenship of Plaintiff, BLUE WATER PETROLEUM CORP., is a publicly

² See NRS Chapter 104, Article 8, et seq.

1 traded Nevada corporation (OTC: BWPC) registered to do business in Nevada, with its primary
2 place of business in Cheyenne, Wyoming.

3 Defendant/Counterclaimant ATAKAM GROUP, INC. (“Atakam”), is a Wyoming
4 corporation with its primary place of business in Cheyenne, Wyoming. Defendant/Counterclaimant
5 ANDREW OSICHNUK is citizen of the State of Texas. Defendant/Counterclaimant ALEXANDER
6 DEKHTYAR is citizen of the State of California.

7 Counterdefendant NATCO is a corporation that is incorporated in Nevada, with a principal
8 office in Reno, Nevada. Counterdefendant VLADAMIR IVANOV is a citizen of Estonia, but is
9 conducting business in the State of Nevada.

10 As for the amount in controversy, Plaintiff/Counterdefendant seeks declaration as to the title
11 and ownership of BWPC stock in excess of \$75,000. Moreover, Defendants/counterclaimants seek
12 monetary damages in excess of \$75,000.

13 **III. The following facts are admitted by the parties and require no proof:**

14 1. Plaintiff BLUE WATER PETROLEUM CORP., is a publicly traded Nevada
15 corporation (“BWPC” or “Plaintiff”) (OTC: BWPC) registered to do business in Nevada, with its
16 primary place of business in Cheyenne, Wyoming. BWPC is a publicly traded on the OTC market
17 exchange.³

18 2. BWPC is a global environmental technology provider supplying technology
19 solutions to the oil and gas sectors. It specializes in the treatment of contaminated water and
20 effluents produced by oil and gas industry by developing and implementing transportable, on-site,
21 modular pyrolysis systems, which incorporate hydrocarbon recovery and recycling technologies.

22 3. Defendant ATAKAM GROUP, INC. (“Atakam”), is a private Wyoming corporation
23 with its primary place of business in Cheyenne Wyoming.

24 4. Atakam is a company that specializes in eliminating environmental pollution
25 problems by creating clean alternatives. It develops various technologies, products, and processes
26

27 ³ OTC Markets Group (“OTC”) (formerly known as Pink Sheets) is a financial market in the
28 United States which provides price and liquidity information for over-the-counter (i.e. OTC)
securities.

1 designed to produce clean energy and heat for consumers with no emissions. Atakam worked with
2 a Ukrainian company, Pyrolysis Technology Group, for several years. Atakam manufactured
3 pyrolysis recycling machines and has a multi-year history of supplying machines for the oil industry
4 in Russia and Europe.

5 5. Defendant ANDREW OSICHNUK (“Osichnuk”) is an citizen of the State of Texas
6 and is a former Director of Atakam and a former Director and a former officer of Plaintiff BWPC.
7 Mr. Osichnuk is also a stockholder and creditor of BWPC.

8 6. Defendant ALEXANDER DEKHTYAR is an individual residing in the State of
9 California, and was a former Director of Atakam and a former Director of BWPC. Mr. Dekhtyar is
10 a stockholder and creditor of BWPC.

11 7. Mr. Ivanov is a citizen of Estonia, an officer and director of BWPC, and is conducting
12 business in the State of Nevada. Mr. Ivanov is also a stockholder of BWPC.

13 8. NATCO is a corporation that is incorporated in Nevada, with a principal office in
14 Reno, Nevada. NATCO is a transfer agent registered with the Securities and Exchange Commission
15 (“SEC”). On or about June 8, 2022, NATCO became the registered transfer agent for BWPC.
16 BWPC’s securities are registered under the Securities Exchange Act of 1934 (“1934 Act”). NATCO
17 was terminated as BWPC’s transfer agent on or about July 8, 2024.

18 9. As a publicly traded company, BWPC is required to meet accurate reporting
19 standards under the 1934 Act. Under OTC standards, companies like BWPC must retain a transfer
20 agent that participates in the Transfer Agent Verified Share Program. Transfer agents are crucial to
21 publicly traded companies, as they are responsible for recording changes of stock ownership,
22 maintaining security holder records, cancelling and issuing certificates, and distributing dividends.
23 They are also necessary to remove restrictions on securities.

24 10. As part of its duties, NATCO maintained a stock ledger for BWPC. According to
25 BWPC’s stock ledger, BWPC has authorized 950,000,000 shares of common stock and 150,000,000
26 of preferred stock, and has 208,089,231 total issued and outstanding common shares.

27 11. Atakam’s relationship with BWPC began in early 2020. In early 2020, Mr. Osichnuk
28 and Mr. Dekhtyar met with BWPC representatives and presented a potential transaction in which

1 BWPC would acquire 100% of Atakam's stock, BWPC would on-board Atakam's management
2 team, and BWPC fund Atakam's future projects.

3 12. On or about May 18, 2020, the parties entered into a Definitive Acquisition
4 Agreement (the "Original Agreement"). Pursuant to this Original Agreement, BWPC acquired
5 100% of Atakam's stock in exchange for issuance of shares in BWPC to Atakam's management
6 team (the "Atakam acquisition"). However, BWPC proposed the parties enter into a subsequent
7 agreement amending and/or superseding the Original Agreement.

8 13. On or about December 1, 2020, the parties executed the "Definitive Acquisition
9 Agreement Amendment" (the "Agreement"), which, among other things, amended and/or
10 superseded the Original Agreement, and closed on December 15, 2020. Pursuant to the Agreement,
11 Atakam sold 100% of its outstanding stock to BWPC in exchange for issuance of BWPC shares to
12 Atakam's management team, including Mr. Osichnuk and Mr. Dekhtyar. Specifically, the
13 Agreement provided that Atakam issue 25,000,000 shares of stock in BWPC.

14 14. Pursuant to the Agreement, BWPC agreed, among other things, to provide Atakam
15 one million dollars (\$1,000,000.00) in project financing within 180 days; appoint Mr. Osichnuk as
16 a director, treasurer, chief financial officer, and secretary of BWPC; and appoint Mr. Dekhtyar as a
17 director of BWPC.

18 15. Following the acquisition, BWPC did not obtain the one million dollars
19 (\$1,000,000.00) in anticipated project financing for Atakam's projects. However, BWPC did issue
20 shares to the Atakam stockholders.

21 16. According to BWPC's stock ledger, BWPC issued: 15,750,000 shares of BWPC
22 common stock to Mr. Osichnuk, which are evidenced by certificate numbers CS1-1131, CS1-1135,
23 and CS1-1143; 15,750,000 shares of BWPC common stock to Mr. Dekhtyar, which are evidenced
24 by certificate numbers CS1-1130, CS1-1134, and CS1-1142; and another 33,350,000 shares to
25 others who are not parties to this case, but were affiliated with Atakam (collectively the "Atakam
26 Stockholders").

27 17. At the time of their issuance, Mr. Osichnuk and Mr. Dekhtyar's shares (collectively
28 the "Shares"), constituted "restricted securities," as defined in Rule 144, as promulgated by the SEC

1 under the Securities Act of 1933, as amended (the "1933 Act"). The Shares thus contained a standard
2 "1933 Act" restrictive legend.

3 18. On March 16, 2022, Mr. Ivanov executed an Action by Written Consent of the
4 Directors ("Consent"), appointing himself as a Director of BWPC.

5 19. On or about September 15, 2022, BWPC entered into two (2) separate promissory
6 notes (the "Promissory Notes") with Mr. Dekhtyar and Mr. Osichnuk, respectively. Under the
7 Promissory Notes, BWPC agreed, among other things, to pay Mr. Dekhtyar and Mr. Osichnuk each
8 fifty thousand dollars (\$50,000.00) on or before September 15, 2023. To date, BWPC has not made
9 any payment under the Promissory Notes.

10 20. On or about November 1, 2022, BWPC and Atakam executed a "Contract
11 Amendment" (hereinafter the "Amendment").

12 21. In or around November 23, 2023, BWPC and Atakam executed the "Debt
13 Disbursement Agreement" (the "Disbursement Agreement"). However, both parties contend that
14 certain terms and conditions under the Disbursement Agreement were not satisfied.

15 22. On or about December 13, 2023, Mr. Ivanov ("Ivanov") of BWPC instructed
16 NATCO to place a stop on any transfer request made by Mr. Osichnuk and Mr. Dekhtyar to prevent
17 any transfer of their shares. BWPC and Mr. Ivanov's request included a request to stop any removal
18 of the restrictive legend from Mr. Osichnuk and Mr. Dekhtyar's shares.

19 23. In January 2024, Mr. Osichnuk and Mr. Dekhtyar presented a transfer request to
20 NATCO (the "Transfer Request").

21 24. On March 7, 2024, BWPC filed this lawsuit in the Second Judicial District Court in
22 Washoe County (the "State Court") and obtained an *ex parte* TRO enjoining the shares. The case
23 was later removed to this Court.

24 25. On July 2, 2024, this Court denied BWPC's motion for temporary restraining order
25 and preliminary injunction.

26 26. On July 5, 2024, NATCO resigned as the transfer agent and registrar for BWPC. On
27 July 8, 2024, NATCO sent a Rule 17Ad-16 Notice (the "Notice") to the Depository Trust & Clearing
28 Corporation ("DTCC").

27. Pursuant to the Notice, NATCO was removed as BWPC's agent from the FAST system, thereby preventing delivery of shares via Digital World Acquisition Corp. ("DWAC") or the Direct Registration System ("DRS"). The Notice did not include a successor transfer to effectuate any share transfers. To this date, BWPC does not have a registered transfer agent.

28. To date, Mr. Osichnuk and Mr. Dekhtyar's Shares have still not been transferred or registered. Thus, they have unable to sell their Shares on the open market.

IV. The following facts, though not admitted, will not be contested at trial by evidence to the contrary:

N/A

V. The following are the issues of fact to be tried and determined at trial.

1. Following the acquisition, Counterclaimants assigned their Atakam stock to BWPC. Atakam provided BWPC with, among other things, financial documents, business plans, and other disclosures necessary to be compliant under the Agreement. Atakam further transferred its website, fully equipped office in Cheyenne, Wyoming, telephone and fax lines, certified engineering documentation (and all accompanying certificates of conformity), a partnership agreement with Pyrolysis Technology Group, and several patents and technologies to BWPC. Atakam further transferred, assigned, and conveyed the properties and assets itemized in the Agreement to BWPC, among other things.

2. Pursuant to the Amendment, BWPC agreed, among other things, that the shareholders of Atakam Group would retain the 4,500,000 and 1,250,000 shares of BWPC issued to Mr. Osichnuk; BWPC would fund Atakam under the direction of the board of directors; BWPC would contribute two million five hundred thousand dollars (\$2,500,000.00) to Atakam over the course of 18 months; within 90 days of execution of the Amendment, Mr. Osichnuk would return to his role of CFO and director; and that Mr. Dekhtyar would be named director and Chief Communications Officer of BWPC.

3. BWPC did not make its \$2,500,000 contribution to Atakam, and did not appoint Mr. Dekhtyar and Mr. Osichnuk to their management/director positions with BWPC.

4. Defendants contend that the parties would only “unwind and cancel” the Amendment upon “full payments by BWPC” which were never received. Plaintiff contends that Defendants failed to deliver the certificates for their Shares to escrow as prescribed in the Disbursement Agreement.

VI. The following are the issues of law to be tried and determined at trial.

1. Whether the Disbursement Agreement is valid and unenforceable.
2. Whether the Disbursement Agreement is to be rescinded or cancelled due to the failure to satisfy an express condition precedent.
3. Whether the Distribution Agreement was materially breached by Defendants’ failure to deliver the Disputed Certificates to Leinwand.
4. Whether the Distribution Agreement was materially breached by Plaintiff’s failure to deliver \$20,000 to Leinwand.
5. If Plaintiff breached the Distribution Agreement by failure to deliver \$20,000 to Leinwand, what are Defendants’ remedies.
6. If Defendants breached the "Debt Distribution Agreement" by failure to deliver the Disputed Certificates to Leinwand, what are Plaintiff’s remedies.
7. Whether BWPC and NATCO failed to remove the standard 1933 Act restrictive legends from the Shares.
8. Whether NATCO and BWPC failed to transfer the Shares and unreasonably delayed in transferring the Shares.
9. Whether BWPC breached and/or failed to perform its obligations under the Amendment by failing to provide and/or contribute the agreed upon funding for Atakam’s projects.
10. Whether BWPC breached and/or failed to perform its obligations under the Amendment by failing to appoint and/or retain Mr. Dekhtyar and Mr. Osichnuk in their respective management/director positions with BWPC.
11. Whether BWPC breached and/or failed to perform its obligations under the Amendment by interfering with transfer of the Shares.
12. Whether BWPC breached and/or failed to perform its obligations under the

Amendment by attempting to cancel the Amendment.

13. Whether BWPC breached and/or failed to perform its obligations under the Amendment by attempting to oust Mr. Osichnuk and Mr. Dekhtyar from their management/director roles within BWPC.

14. Whether BWPC breached and/or failed to perform its obligations under the Amendment by attempting to cancel the Shares.

15. Whether BWPC breached the Promissory Notes by failing to pay the amounts due in a timely manner.

16. Whether Mr. Ivanov committed intentional acts intended or designed to disrupt Counterclaimants contractual relationship or cause BWPC to breach its contracts with Counterclaimants.

17. Whether Counterdefendants acted in concert in civilly conspiring to commit the above-identified wrongful acts or torts.

18. Whether Counterdefendants substantially assisted and encouraged each other to commit the above-identified wrongful acts or torts against Counterclaimants.

19. Alternatively, whether Countdefendants appreciated, accepted, and retained those benefits under circumstances such that it would be inequitable for them to retain the benefits without payment for the value thereof.

VII. (a) The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

N/A

(b) As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:

(1) Plaintiff's exhibits:

DATE	DOCUMENT	BATES STAMP
December 1, 2020	Definitive Acquisition Agreement Amendment	BWPC_000001-BWPC_000007

July 23, 2021	Atakam Certificates (VOID)	BWPC_000008- BWPC_000019
March 16, 2022	Board of Directors Resolution. Kreidler	BWPC_000020- BWPC_000021
March 16, 2022	Board of Directors Resolution. Osichnuk and Dekhtyar	BWPC_000022- BWPC_000025
March 16, 2022	Board of Directors Resolution	BWPC_000026- BWPC_000030
April 28, 2022	Board of Director Resolution with Shareholders Certificates.Ivanov.	BWPC_000031- BWPC_000042
April 28, 2022	Board of Director Resolution with Shareholders Certificates.Ivanov	BWPC_000043- BWPC_000054
October 5, 2022	Board of Director Resolution.Osichnuk	BWPC_000055- BWPC_000056
November 10, 2023	Debt Disbursement Agreement.copy	BWPC_000057- BWPC_000060
November 10, 2023	Debt Disbursement Agreement	BWPC_000061- BWPC_000064
November 23, 2023	Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines	BWPC_000065- BWPC_000085
January 19, 2024	Atakam Demand Letter	BWPC_000086- BWPC_000099
February 2, 2024	Osichnuk Opinion Letter	BWPC_000100- BWPC_000104
February 2, 2024	Email to Osichnuk and Gilmore.Amanda Cardinalli	BWPC_000105- BWPC_000108
December 13, 2023	Email Re Blue Water Certificates Hold Request	BWPC_000109- BWPC_000111
December 15, 2023	Email Re Blue Water – Griskovecs	BWPC_000112- BWPC_000114
February 21, 2024	Email Re: Blue Water – Legal Opinion Letter Opinion – Andrew Osichnuk	BWPC_000115- BWPC_000118
February 22, 2024	Email Re: Blue Water Petroleum Company Legal Opinion – Andrew Osichnuk	BWPC_000119- BWPC_000121
February 29, 2024	Email Re: Blue Water Petroleum Corp– Andrew Osichnuk	BWPC_000122- BWPC_000125
March 3, 2024	Email Re: FedEx Shipment 271644297756	BWPC_000126- BWPC_000130
October 5, 2022	Email re Aquora Cancellation Resolution	BWPC_000131
January 24, 2023	Email re Atakam/BWPC Updated Material Request	BWPC_000132
August 30, 2022	Email re Atakam and Aquora Financial Statement Request	BWPC_000133

August 30, 2022	Email re Atakam and Aquora Patents	BWPC 000134
January 25, 2022	Email string re Atakam/BWPC Updated Material Report	BWPC 000135- BWPC 000136
January 25, 2022	Email string re Atakam BWPC Updated Material Request	BWPC 000137- BWPC 000141
November 27, 2023	Email re Blue Water Atakam	BWPC 000142
January 8, 2024	Email re Blue Water Petroleum Corp Enquiry	BWPC 000143- BWPC 000144
May 7, 2020	GLOBEX BOD ATACAM issuance	BWPC 000145
	Shareholder List 1196 defendants redacted	BWPC 000146- BWPC 000156
November 10, 2023	Debt Disbursement Agreement	BWPC 000157- BWPC 000160
April 27, 2022	Action by Written Consent of Director of Blue Water Petroleum Corp	BWPC 000161- BWPC 000162
April 13, 2022	Action by Witten Consent of the Directors of Blue Water Petroleum Corp	BWPC 000163
	GLOBEX 20220428 Shareholder List redacted	BWPC 000164- BWPC 000171
April 20, 2022	Blue Water Petroleum Corp Issuance Instruction Letter	BWPC 000172
June 8, 2022	Blue Water Petroleum Corp letter to Globex Transfer, LLC re termination of transfer agent services	BWPC 000173- BWPC 000174
	Voided Blue Water Petroleum Certificates	BWPC 000175
	Unsigned Certificate of Passage of Resolutions Appointing Transfer Agent and Registrar	BWPC 000176- BWPC 000177
October 7, 2022	Letter from Nevada Agency and Transfer Company to Andrew Osichnuk	BWPC 000178
	NATCO Company Information Form	BWPC 000179- BWPC 000180
March 6, 2022	Action by Written Consent of the Directors of Blue Water Petroleum	BWPC 000181- BWPC 000185
August 24, 2022	Action by Written Consent of the Directors of Blue Water Petroleum Corp	BWPC 000186- BWPC 000187
March 7, 2020	Transfer Instruction Letter	BWPC 000188
December 5, 2023	Email re Atakam/Blue Water	BWPC 000189- BWPC 000190
August 22, 2024	Email re Blue Water Petroleum Corp – Transfer Agent Information Request	BWPC 000191- BWPC 000193

(2) Defendants/Counterclaimants' exhibits:

1. Acquisition Agreement between Blue Water Petroleum and Aquora, dated July 20, 2021, Bates Stamp ATAKAM 000001-8;
2. Actions by Consent of the Shareholders of Blue Water Petroleum, dated July 22, 2021, Bates Stamp ATAKAM 000009;
3. Transfer Instruction Letter from Blue Water Petroleum to Globex Transfer, dated

July 22, 2021, Bates Stamp ATA KAM 000010;

4. Blue Water Petroleum Corporate Resolution, dated July 22, 2021, Bates Stamp ATA KAM 000011;

5. Letter from Globex Transfer to Osichnuk re Blue Water Petroleum Certificates, dated July 23, 2021, Bates Stamp ATA KAM 000012-19;

6. Patent Assignment Agreement between Yankovyi and Aquora, dated January 11, 2020, Bates Stamp ATA KAM 000020-35;

7. Action by Written Consent of Blue Water Petroleum, dated May 7, 2020, Bates Stamp ATA KAM 000036-44;

8. Definitive Acquisition Agreement between Blue Water Petroleum and Atakam Group, dated May 18, 2020, Bates Stamp ATA KAM 000045-50;

9. Definitive Acquisition Agreement Amendment between Blue Water Petroleum and Atakam Group, dated December 1, 2020, Bates Stamp ATA KAM 000051-57;

10. Atakam Group 2022 Business Plan re Used Tires Recycling Plant, Bates Stamp ATA KAM 000058-96;

11. Promissory Note between Blue Water Petroleum and Apricus Capital, dated September 15, 2022, Bates Stamp ATA KAM 00097-99;

12. Promissory Note between Blue Water Petroleum and Dekhtyar, dated September 15, 2022, Bates Stamp ATA KAM 000100-102;

13. Promissory Note between Blue Water Petroleum and Osichnuk, dated September 15, 2022, Bates Stamp ATA KAM 000103-105;

14. Contract Amendment between Atakam and Blue Water Petroleum, dated November 1, 2022, Bates Stamp ATA KAM 000106-112;

15. Debt Disbursement Agreement between Atakam Group and Blue Water Petroleum, dated November 10, 2022, Bates Stamp ATA KAM 000113-116;

16. Letter from Maller to Blue Water Petroleum re Promissory Notes and Other Amounts owed to Alex Dekhtyar and Andrew Osichunuk, dated January 19, 2024, Bates Stamp ATA KAM 000117;

17. Letter from Turner to Nevada Agency and Transfer re Legal Opinion – 1,250,500 Shares of BWPC for Andrew Osichnuk, dated February 20, 2024, Bates Stamp ATA KAM 000118-122;

18. Nevada Secretary of State Entity Details re Blue Water Petroleum, dated May 2, 2024, Bates Stamp ATA KAM 000123-161;

19. Various Blue Water Petroleum Certificates, Bates Stamp ATA KAM 000162-164;

20. Blue Water Petroleum Shareholder List, dated July 12, 2022, Bates Stamp ATA KAM 000165-174;

21. 2022 Annual Report

22. 2021 Annual Report

23. Current Reports

24. Stock Certificates and Statements

25. Stock Transfer Requests

26. BWPC Stock Price

27. 2024 Quarterly Report

28. Verified Complaint

29. Ivanov's Answers to Dekhtyar ROGS

30. BWPC's Answers to Dekhtyar ROGS

31. BWPC and Ivanov's Second Supplement to Initial Disclosures

32. Declaration of Amanda Cardinali

33. Declaration of NATCO Custodian of Records

34. July 2 Email with Calaway (NATCO 1-6)

35. July 3 Email with Calaway (NATCO 7-10)

36. July 5 Letter from Cardinalli to Ivanov (NATCO 11)

37. July 8 Email from Ivanov (NATCO 12-13)

38. NATCO Email Correspondence (NATCO 14-2130)

(c) Electronic evidence: [State whether the parties intent to present electronic evidence for purposes of jury deliberations.]

- 1 (d) Depositions:
- 2 (1) Plaintiff will not offer any depositions.
- 3 (2) Defendant will not offer any depositions.
- 4 (e) Objections to depositions:
- 5 (1) Defendant objects to plaintiff's depositions as follows: N/A
- 6 (2) Plaintiff objects to defendant's depositions as follows: N/A

7 **VIII. The following witnesses may be called by the parties at trial:**

8 (a) Provide Names and Addresses of Plaintiff's Witnesses:

- 9 1. Vladimir Ivanov
Blue Water Petroleum Corp.
c/o The Gilmore Law Group PLLC
1495 Ridgeview Drive, Suite 90
10 Reno, NV 89519
11 775-848-6387
- 12 2. Johnathan Leinwand, PA
13 18305 Biscayne Blvd, Suite 200,
Aventura, FL, United States
14 Phone: +1.954.903.7856
jonathan@jdlpa.com
- 15 3. Amanda Cardinalli
16 c/o Robison, Sharp, Sullivan & Brust
17 71 Washington Street
Reno, NV 89503
18 775-329-3151
- 19 4. Andrew Osichnuk, aka Andrei Osichnuk
c/o Marquis Aurbach Chtd.
10001 Park Run Drive
20 Las Vegas, NV 89145
702-382-0711
- 21
- 22 5. Alexander Dekhtyar
c/o Marquis Aurbach Chtd.
10001 Park Run Drive
23 Las Vegas, NV 89145
702-382-0711
- 24
- 25 6. Jose Kriedler

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(a) Provide Names and Addresses of Defendant's Witnesses:

1. Andrew Osichnuk aka Andrei Osichnuk
c/o Marquis Aurbach, 10001 Park Run Drive
Las Vegas, NV 89145
702-382-0711
2. Alexander Dekhtyar
c/o Marquis Aurbach, 10001 Park Run Drive
Las Vegas, NV 89145
702-382-0711
3. Atakam Group Inc.
c/o Marquis Aurbach, 10001 Park Run Drive
Las Vegas, NV 89145
702-382-0711
4. Blue Water Petroleum Corp.
c/o The Gilmore Law Group PLLC, 1495 Ridgeview Drive, Suite 90,
Reno, NV 89519
775-848-6387
5. Vladimir Ivanov
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17 801-810-4465
- 18 11. Owen Naccarato, Esq.
19 22600-C Lamber Street,
20 Suite 902
21 Lake Forest, CA 92630
22 949-300-2487
- 23 Defendants/Counterclaimants reserve the right to call any of Counterdefendants/Plaintiffs
24 witnesses.
- 25 **IX. The attorneys or parties have met and jointly offered these three trial dates:**
- 26 March 9-13, 2025
- 27 March 16-20, 2025
- 28 April 13, 2025
- It is expressly understood by the undersigned that the court will set the trial of this matter on one
of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the court's
calendar.
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- ///
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MAC: 17688-001 (#5991508.4)

IX. ACTION BY THE COURT

This case is set for bench trial on the stacked calendar on **April 7, 2026, at 9:00 a.m.**

Calendar call will be held on **March 16, 2026, at 9:00 a.m.**

DATED: August 15, 2025.


UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Pursuant to FRCP 5, I certify that I am an employee of THE GILMORE LAW GROUP, PLLC, and that on this date I caused to be served a true copy of **JOINT PRETRIAL ORDER** on all parties to this action as follows:

_____ by depositing a copy in the United States Mail, first-class postage prepaid addressed to:

Marquis Aurbach Chtd.

Chad F. Clement, Esq.
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10001 Park Run Drive
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X by using the Court's CM/ECF Electronic Notification System addressed to:

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DATED: This 14th day of August, 2025.

/s/ Mary Carroll Davis
Employee of The Gilmore Law Group, PLLC